



REQUEST FOR PROPOSALS (RFP) #F23-7002-32

KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
PARATRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

Date: February 17, 2023

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Buyer

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**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
PARATRANSIT SERVICES FOR INDEPENDENCE, MISSOURI**

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified firms to provide paratransit services for Independence, Missouri. The selected firm shall include professionals who demonstrate qualifications and experience in the transit disciplines as identified in this RFP.

This project is funded with Federal Transit Administration (FTA) grants and with local funding. **There is a 30% Disadvantaged Business Enterprise (DBE) goal established for this project.** See Section 3.11 for more information on KCATA's policy regarding KCATA's DBE program.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT on March 14, 2023.**

Proposals may be submitted as follows:

Project Name	Paratransit Services for Independence, Missouri
Project Number	F23-7002-32
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/pts/SitePages/Home.aspx
Bidder Email	Bid_F23-7002-32@kcata.org
Bidder Password	rN_PTDVA4M (romeo - NOVEMBER - Underscore - PAPA - TANGO - DELTA - VICTOR - ALPHA - Four - MIKE)

NOTE: This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided above (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.

Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

The KCATA reserves the right to accept or reject any or all proposals received, to interview or negotiate with any qualified individual or firm, to modify this request, or cancel in part or in its entirety the RFP if it is the best interest of the KCATA.

Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact

date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. A three (3) year contract term with two (2), one-year extension options is anticipated for award to the selected and approved Consultant if negotiations are successful.

No person or entity submitting a proposal in response to this Request for Proposals nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Proposer.

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM
F23-7002-32
KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
PARATRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

To assist KCATA in obtaining good competition on its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Jackie Woods, KCATA's Procurement Department, via email at jwoods@kcata.org. This form may also be mailed to 1350 East 17th Street, Kansas City, MO, 64108, or faxed to 816-346-0336.

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

- ____ 1. We do not wish to participate in the proposal process.
- ____ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:
- _____
- _____
- ____ 3. We do not feel we can be competitive.
- ____ 4. We do not provide the services on which Proposals are requested.
- ____ 5. Other: _____

____ We wish to remain on the Proposer's list for these services.

____ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued February 17, 2023

Pre-Proposal Conference 12:00 PM to 1:30 PMFebruary 23 , 2023

Microsoft Link [Click here to join the meeting](#)

Questions, Comments and Requests for Clarifications Due to KCATA March 1, 2023
2:00 p.m. CDT

KCATA's Response to Questions, Comments and Requests for Clarification..... March 7, 2023

RFP Closing..... March 14, 2023
2:00 p.m. CST

Evaluations/Interviews (Tentative and if Required) March 27, 2023

Contract Award/Notice to Proceed (Anticipated) April 2023

SECTION 2

SCOPE OF SERVICES

2.1 Background and Purpose

- A. The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is the regional transit agency in the Kansas City metropolitan area. KCATA is a special purpose public authority created in 1965 through special legislative action by the states of Missouri and Kansas. A 10-member Board of Commissioners, with equal representation from both states, serves as the KCATA's policy governing body. The bi-state compact allows KCATA to operate transit in both states, although it does not provide for exclusive operation.
- B. KCATA currently operates 70 bus routes that provide approximately 10.1 million miles of scheduled transportation service per year within Clay, Jackson and Platte Counties in Missouri and Wyandotte County in Kansas. KCATA currently operates a single bus route in Johnson County, Kansas.

2.2 Term and Renewal Option(s)

The term of this agreement shall be for a period of three (3) years from contract award with two one-year options to renew. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the "contract term."

2.3 Program Introduction

- A. The Kansas City Area Transportation Authority is seeking interested, qualified vendors to assist in providing ADA complementary paratransit service and non-ADA paratransit service in the KCATA area. The selected provider should plan to perform up to 100-200 daily trips, Monday – Saturday, between the hours 5:30 am and 7:00 pm with a lower volume on Saturdays. The paratransit services will be structured to comply with Federal Transit Administration (FTA) reporting requirements; comply with FTA drug and alcohol testing program requirements; and meet all ADA and other statutory requirements.
- B. The RideKC Freedom Program (RKCF) is an umbrella name for both Non-ADA and ADA paratransit services. Depending on an individual's circumstances and travel needs, a person may be enrolled and travel in more than one program.
- C. KCATA currently manages certain call center functions. KCATA staff is responsible for eligibility and reservations processes associated with paratransit. KCATA contracts with two companies to provide paratransit services: a scheduling contractor performs trip scheduling and same day dispatching and a service provider performs trips, driver training, maintains the vehicle fleet, and performs trip validation data entry." Where's my ride?" calls come in to the KCATA call center phone system but are directed to the scheduling dispatchers- this may be subject to modification in the future. The scheduling contractor sends scheduled runs to the service provider, which are performed by the service provider on vehicles that are 100% dedicated to the RKCF service. The service area in this contract is the city of Independence, MO. While change to the service area in this proposal is not anticipated, the full RKCF service area encompasses Clay, Platte and Jackson counties in Missouri, and Wyandotte and Johnson Counties in Kansas.

2.4 RFP Objectives

- A. The objective of this RFP is to provide both ADA and non-ADA paratransit trips in Independence, Missouri, Monday – Friday from 5:30 am – 7:00 pm and Saturdays from 5:30 am – 6:00 pm.
- B. This RFP identifies minimum requirements and respondents should feel free to suggest alternate provisions that exceed the minimum specified requirements wherever appropriate.
- C. Proposers are asked to suggest and identify any service structures or policy changes that might result in cost savings in their Technical and Cost Proposals. Descriptions of the ways that cost savings would be achieved should be described in the Technical Proposal. The amount of cost savings should be identified on the appropriate Cost Proposal Forms in Attachment C.
- D. KCATA will continually refine the service delivery process to provide the highest possible quality of service. The program will undergo revisions and modifications to operating and administrative requirements as the program is refined. KCATA is looking for firms that will work with the ATA on these improvements. Firms should view this project as a team effort with the Authority and the contractor working together to provide a high-quality service, ensure consistent performance, and ensure continuous quality improvement.

2.5 Proposal Submission and Contract Award(s)

- A. Interested parties are invited to submit proposals as a service provider. Service providers will be paid on a fixed plus variable cost basis, with fixed costs paid per month based on a final negotiated fixed cost budget per year, plus a cost per revenue-hour negotiated for each year. Fares plus performance disincentives will be deducted from the monthly payments while earned performance incentives will be added to the monthly payments.
- B. Companies are encouraged to consider any opportunities for cost-savings. These cost-saving opportunities should be identified in the appropriate sections of the Technical and Cost Proposal Forms.
- C. The term of the contract will be for three (3) years with two (2) additional one-year extension options. It is anticipated that the start date of any contract awarded will be May 2023.

2.6. Scope of Services and Requirements

The service information, service policies, and service standards included in this section apply to any and all contracts awarded under this RFP.

A. Types of Paratransit Services Provided

- 1. Two types of trips are provided under the RideKC Freedom Program:
 - a. Non-ADA Trip: These trips are paratransit trips that go beyond the requirements of the Americans with Disabilities Act.

- b. ADA Trip: These trips are for customers who have a disability that qualifies them for ADA complementary paratransit service under the Americans with Disabilities Act of 1990. There is no residency requirement for these customers. Trips are only provided where and when KCATA Metro bus service is available. There is no age limitation for this type of service.
 2. When the trip qualifies under the ADA category and the non-ADA category, it is automatically classified as an ADA trip (for example, an elderly Independence resident, who is qualified for non-ADA and ADA service and takes a trip where and when fixed-route bus service is available).
- B. Eligibility Process. Prospective customers must complete an application. KCATA staff determines eligibility for all programs. If deemed qualified for transportation services, the customer is issued an identification card with an identification number.
- C. Selected Service Statistics, Run and Employee Information. Table 1 provides information related to the trip volume in the Independence, MO area that service providers should assume to be associated with this contract. ***Please note it is anticipated that trip volume will be larger than the numbers represented. Proposers should plan on performing 100 – 200 trips per day, Monday through Friday.*** Included are total scheduled trips, advance cancellations, late cancellations, no-shows, performed eligible rider trips, PCAs, companions, total passengers (eligible riders plus attendants and companions), ambulatory passengers, non-ambulatory passengers, total vehicle-hours, revenue vehicle-hours, dedicated vehicle productivity total vehicle-miles, and revenue vehicle-miles.

Table 1. Service Data

	Calendar Year				
	2018	2019	2020*	2021*	2022**
Scheduled Trips	22,848	22,412	16,056	17,542	17,147
Advanced Cancellations	1,910	2,245	1,536	1,637	2,068
Late Cancellations	546	460	250	320	343
No Shows	946	821	709	849	1,009
Performed Trips	19,446	18,886	13,561	14,736	13,811
PCA's	2090	4,119	2,079	1,782	1,163
Companions	166	249	206	436	304
Total Passengers	21,702	23,254	15,846	16,954	15,278
Ambulatory Passengers	16,580	16,581	11,798	13,254	12,268
Non-Ambulatory Passengers	5,122	6,663	4,044	3,688	3,010
Trips Per Hour	1.81	1.77	1.57	0.91	1.11
Service Miles	168,419	160,258	125,880	137,582	132,969
Revenue Miles	143,367	137,524	93,695	93,050	90,802
Service Hours	11,918.03	11,201.57	7,631.89	7,689.06	8,344.73
Revenue Hours	10,652.77	10,652.77	6,984.19	6,673.26	6,847.22
* COVID pandemic year ** 2022 data contains projections for November and December					

D. Projected Growth

1. For purposes of this RFP, KCATA is estimating a modest 3% growth in ridership per year. Similar increases in vehicle revenue-hours of service and total miles of service should be used to develop staffing, vehicle, and cost estimates.
2. These estimates are provided for general planning purposes only. They do not represent a guaranteed volume of service to contractors by KCATA. In estimating costs, proposers should be prepared to accommodate demand at the level displayed in Table 1.

E. Current and Projected Fleet

1. Service providers are expected to meet peak pullout and 20% spare ratio requirements. Proposers should assume an annual 3% growth in trips.
2. Growth estimates are provided for general scoping purposes only. Depending on actual growth in demand and on other scheduling factors, the actual fleet size may vary from these estimates. Proposers must be prepared to provide an adequate number of vehicles to meet the demand and the run coverage and spare ratio requirements of this RFP.
3. To provide greater flexibility in the scheduling and dispatching of trips, and to promote increased trip grouping and increased productivity, KCATA desires a different fleet mix under this contract.

F. KCATA Overall Service Area Requirements

1. ADA service is provided for trips when both origin and destination are within $\frac{3}{4}$ of a mile of a fixed bus route and may include areas within the cities of Independence, Kansas City, and Lee's Summit in Missouri. KCATA is responsible for defining the ADA service area within the RMS scheduling system.
2. Non-ADA Service for this contract is provided to origins and destinations within the city limits of Independence, MO only.

G. Days and Hours of Operation. Under this solicitation, both ADA and Non-ADA services are provided Monday – Friday from 5:30 am – 7:00 pm and Saturdays from 5:30 am – 6:00 pm.

H. Trip Purposes. Currently, customers – both ADA and Non-ADA – may request trips for any purpose and trip requests are accepted, scheduled and provided without any prioritization.

I. Companions & Attendants

1. Personal Care Attendants (PCAs) should always be allowed to accompany the eligible ADA customer when requested and when the eligible customer has been certified as "attendant eligible." ADA customers must reserve space for the PCA. No more than one PCA per customer is permitted. If requested by the eligible customer, at least one companion should also be accommodated, and will be charged the same rate as the customer. Additional companions may be accommodated on a "space available" basis.

2. Non-ADA customers are eligible to travel with a companion but must reserve space for the companion. The companion pays twice the fare of the non-ADA customer and must be transported to and from the same origin and destination as the customer.

J. Trip Reservation Policies

1. ADA and Non-ADA Services operate on a “next day” advance reservation basis. Trip requests are accepted from 14 days in advance up to 4:45 PM on the day before the day of service.
2. Same-day trips are not typically accommodated in this program. The exception will be No Show returns, where the no show was caused by either reservations, scheduling or driver error.
3. Standing order/subscription service is also provided for trips made on an ongoing basis at the same time, to and from the same origins and destinations at least three times per week.
4. Trips are scheduled in “real time” – pickup times are negotiated with customers and scheduled times are provided at the time of the call to the maximum extent possible.
5. KCATA currently uses RMS software for the RKCF program to assist with reservations, scheduling, dispatching, data management, reporting, and overall service management. KCATA reserves the right to obtain different software and to require any contractors under this procurement to use the new software. The change in software could be at any point during the term of the contracts executed with the control center contractor or service provider contractors. If KCATA elects to obtain and use different software, it will negotiate with the control center and service provider contractors to reimburse any documented and agreed upon additional costs for making this change.

K. Pick-Up and Drop-Off Points and Level of Assistance Provided

1. Pickup and Delivery Points: Contractor will provide door-to-door service to the maximum extent possible without “losing control and oversight” of vehicles or other customers. This is defined as assistance to or from the exterior-most door of a residence or designated address. This does not mean interior doors within an apartment complex, large medical facility, or other large facility. Drivers should not go beyond the threshold of the exterior-most door and KCATA will not accept responsibility for services rendered beyond this point.
2. If the customer requires assistance beyond the exterior-most door, it is the customer’s responsibility to have either a Personal Care Attendant (PCA) or companion travel with him/her or arrange to have someone other than the driver assist him/her at the origin/destination.
3. Drivers are to provide customers appropriate assistance in boarding and disembarking vehicles, including using the wheelchair lifts and ramps. Drivers should also assist with mobility aid securement and with passenger restraint systems as appropriate.

L. Customer Fares

1. Customer fares are based on factors including trip type, trip distance and location, assistance needed, and whether there are attendants and/or companions. Fares are automatically calculated by the RMS system using information entered by reservationists and customers are informed of the fare when trips are booked. Fares are displayed on the run manifests. The contractor is responsible for collecting the fares indicated for each customer. Fares totals, as verified in fare collection reports, are deducted from provider billings.
2. Fares must be paid only in cash, in exact change.
3. At any time in the duration of this contract, KCATA reserves the right to upgrade the fare collection methodology (i.e., mobile app, loadable card, etc.). The provider will be given advance notice and training of any such changes.

M. Customer Identification. Upon arriving to pick up the customer(s), the driver is required to check the customer's I.D. card to ensure that the customer number matches the I.D. number on the manifest.

N. Wheelchair Securement and Use of Seat Belts. For safety purposes, drivers must ensure that all customers and mobility aids are secured inside the vehicle. Each passenger seat must be equipped with a seat belt and each wheelchair securement position must be equipped with a securement device meeting ADA standard, a seat belt and a shoulder harness. All mobility aids located in the wheelchair securement area must be secured using the system provided. All customers must wear the provided seat belt. If a customer refuses to comply with the seat belt policy, the driver will notify dispatch and will not move the vehicle until the situation has been appropriately resolved. Customers who use wheelchairs should be offered the use of the shoulder harness but have the right to refuse its use if other customers on the vehicle are not required to use a shoulder harness.

O. Scooters. Customers who use three-wheeled scooters should be strongly encouraged to transfer to a customer seat but cannot be required to transfer. If customers refuse to transfer, drivers are to radio dispatch and dispatchers are to record the refusal. Drivers are expected to help in the transfer if the transfer can be made without lifting or carrying the customer.

P. Child Seats. State law requires all children three (3) years of age and under to have a child seat and/or restraint. Children under three (3) years of age will be in a child restraint furnished by the parent/guardian when riding as a companion of a RKCF customer, or when the child is the ADA-eligible participant.

Q. Will Call Returns. Will call returns are only used in the event of an error by either scheduling, dispatch or a driver. Any other exceptions need approval from KCATA management. They can also be used to remedy a missed trip that was previously scheduled, and to avoid stranding a customer who was previously taken to a destination. For all other trip purposes, customers must specify a requested return trip pickup time. For will-call return trips, the return trip pickup time will be left open in the system and the customer will be instructed to call the Call Center when they are ready to be picked-up. Customers will also be informed of the will-call return service policy when a trip is booked so they are aware of the potential wait/response time. Will-call return trip pickups should be made by the service provider within sixty (60) minutes of receiving notification from customers that they are ready to return.

- R. Refusing Service. The contractor should not refuse service to eligible customers making eligible trips except when the location is inaccessible or the customer's behavior is violent, illegal, or seriously disruptive. Drivers and dispatchers must take appropriate actions to handle these situations when they arise. Contractor staff should bring inaccessible locations to the attention of KCATA's Director of Mobility Services who will assess the location and make a final determination about future service to that site. Incidents of violent, illegal or seriously disruptive customer behavior should immediately be brought to the attention of KCATA's Director of Mobility Services. KCATA will investigate the incident and determine the course of action.

S. Service and Performance Standards

1. Quality of service is very important in this project. KCATA reserves the right to make unannounced visits to the facilities of any provider for the purpose of inspecting records and equipment relating to safety and quality of service. Such inspections shall include, but shall not be limited to, trip records, billing records, accident records, vehicle records, training procedures, employee training and performance records.
2. The providers/contractors shall be required to work together and with KCATA to enable all service quality and efficiency standards set forth in this RFP to be achieved. All standards and rules described in this RFP shall be designed to provide maximum efficiency and quality of service and must be complied with always. Should any service standard set forth in this RFP not be met, KCATA will undertake a review of service operations and based on the findings of this review, reserves the right to require changes in operating practices to correct any identified issues. Should corrections not be made within a time period satisfactory to KCATA, KCATA reserves the right to take other actions, including termination of contracts. Several specific areas relating to service quality and performance are described below:

- a. Complaints: Complaints shall be received by KCATA. If riders call the providers/contractors to register a comment/complaint, provider/contractor staff shall politely refer the caller to the appropriate KCATA office and shall provide the appropriate KCATA telephone number. Copies of all written correspondence regarding the paratransit service and addressed to the provider/contractor shall also be forwarded to KCATA within two (2) business days of their receipt. Complaints received by KCATA may be forwarded to the appropriate provider or contractor for investigation. If forwarded, the provider/contractor shall thoroughly investigate the complaint and shall provide a detailed response of findings and proposed corrective actions within five (5) business days of receipt. KCATA will then review the complaint, results of the investigation, proposed corrective action and shall decide and communicate to providers/contractors the required corrective action.

It is KCATA's goal to have fewer than four (4) valid complaints for every 1,000 one-way eligible rider trips provided.

- b. Accidents and Injuries: All accidents and injuries shall be reported to KCATA. An injury is an accident or incident where the driver and/or customer was injured, required medical attention, and was transported to a hospital from the scene of the accident or incident. Drivers shall report all accidents and injuries to dispatch immediately, and emergency services shall be notified immediately. An initial report of accidents or

injuries shall then be made to KCATA by telephone immediately by the provider. Written reports shall follow from the provider/contractor within three (3) working days. A police report shall be filed for any accidents and shall be reported to local authorities. KCATA shall receive a copy of any police report pertaining to service provided on behalf of KCATA.

It is KCATA's goal to have less than one (1) preventable accident for every 100,000 vehicle-miles of service provided. It is also KCATA's goal to have no customer injuries.

- c. Trip Denials: In accordance with ADA requirements, reasonable scheduling options are to be provided to all ADA paratransit eligible riders for all eligible trip requests made. Reasonable trip offers shall be made within one hour of the requested pickup or drop-off time and shall also meet the underlying purpose of the trip. It is KCATA's goal that 100% of all ADA eligible trip requests be accommodated.
- d. Trip Caps and Waiting Lists: Trip caps and waiting lists shall not be employed for ADA eligible trip requests. At the time of this RFP, trip caps and waiting lists also were not in use for RKCF trips. However, KCATA may require that trip caps or waiting lists be implemented for non-ADA RKCF trips only. Caps or wait lists must be discussed and approved by KCATA's Director of Mobility Services.
- e. On-Time Performance: All contractors/providers shall strive and conduct operations to perform all pickups and drop-offs on-time. All pickups and drop-offs shall be completed on time or as close to on-time as possible. Pickups will be considered "on-time" if drivers arrive at the pickup location no more than fifteen (15) minutes after the time negotiated and stated to riders. A minimum on-time pickup rate in any given month of 90% or better is required and a rate of 95% or better is desired.

Pickups shall be considered "early" but still on time if made more than fifteen (15) minutes before the time negotiated with the rider. Early trips shall be reported to KCATA by the provider/contractor but shall not be included in calculations of on-time performance incentives and disincentives.

Where trips are scheduled based on an "Appointment" or "Latest Drop-Off Time," drop-offs will be considered "on-time" if made from thirty (30) minutes before and up to the recorded appointment/desired drop-off time. Drop-offs any time after the stated appointment/desired arrival time will be considered late and those more than 30 minutes before shall be considered too early. A minimum on-time drop-off rate in any given month of 90% or better is required and a rate of 95% or better is desired.

Excessively late trips are those where the pickup is made more than 60 minutes after the scheduled/negotiated time. The standard for excessively late trips is no more than 0.5% of all performed eligible rider trips, with these being for reasons outside the provider/contractor control (e.g., weather, atypical traffic). The goal is to have no excessively late trips.

- f. Run Coverage: It is KCATA's desire that the provider ensures that all scheduled runs be covered and that all runs pull-out on-time. An adequate pool of drivers and scheduled extra-board shall be maintained to ensure on-time pull-out of all scheduled runs, and

performance of all runs by a dedicated driver and vehicle.

- g. Missed Trips: A missed trip shall be defined as either: (1) a scheduled trip not made by the rider because the vehicle failed to show up within the on-time performance window; or (2) a trip that was scheduled but not performed due to operational error (e.g., driver overlooked on the schedule). When missed trips occur, dispatchers shall include detailed reasons for the occurrence in the trip notes portion of the RMS software.

All providers shall strive and conduct operations to have no missed trips. For the purposes of this RFP, KCATA has established a performance standard of having no more than 0.5% of scheduled trips missed.

- h. Vehicle Wait Time and No-Shows: Drivers shall be required to wait up to five (5) minutes within the pickup on-time performance window described in "On-Time Performance" subsection above for passengers to come out to the vehicles. Failure to wait a full five (5) minutes, unless there is clear communication indicating that the rider will not be traveling as planned, will be considered a violation of KCATA policies. If the passenger does not board the vehicle within the five-minute wait time, the drivers shall notify a dispatcher, who shall attempt to call or notify the passenger. The driver may not depart without the scheduled passenger until instructed by the dispatcher. Dispatchers shall be required to maintain trip notes in the RMS system of all "no shows." This shall include the result of the attempt to call, the time the no-show was authorized, and a brief description of the residence or a nearby landmark as described by the driver as a way to ensure that the driver was at the correct location. Drivers shall also note on the manifest that the dispatcher instructed them to continue in service.
- i. In-Vehicle Time. The provider shall ensure that trips with a direct (shortest path) travel distance of fifteen (15) miles or less do not exceed sixty (60) minutes duration and that trips of longer mileage be provided in no more than ninety (90) minutes. Very long regional rides may only exceed the ninety (90) minute maximum ride time if an analysis shows that these ride times are comparable to fixed route ride times for similar trips. Travel time standards can also be exceeded if the trips in question are agency group subscription trips and longer ride times are acceptable to riders and agencies. Scheduled or actual in-vehicle ride times longer than these established standards should be explained in scheduler or dispatcher notes.

All providers shall strive and conduct operations to have no trips exceed the maximum in-vehicle ride times. For the purposes of this RFP, KCATA has set a performance standard of having no more than 5% of all performed trips exceed the in-vehicle ride times.

In-vehicle time is calculated from the time a vehicle departs from the pickup location until it arrives at the drop-off location.

- j. Productivity. The providers/contractors shall take the lead in creating a run structure, and shall set driver shifts and conduct reservations, scheduling and dispatching in a way that achieves maximum productivity within the service quality standards established. KCATA has established a productivity goal of providing at least 1.6 one-way eligible

rider trips per vehicle revenue-hour. KCATA has also established a minimum productivity of 1.5 one-way eligible rider trips per vehicle revenue-hour. A review of provider/contractor policies and practices will be undertaken if a productivity below this minimum persists for more than two consecutive months.

- k. Telephone Service Performance: It is KCATA's goal to have 90% of all calls answered within 3 minutes and 95% of calls answered within 5 minutes. This standard shall apply to both the reservations line and the dispatch ("Where's my ride?") line.
- l. Driver and Staff Professionalism: All provider/contractor drivers and staff shall maintain a pleasant, courteous, professional demeanor. Rudeness or unprofessional behavior by drivers or other staff shall be considered unacceptable. If a driver or other provider/contractor employee is not serving customers appropriately, KCATA may require that the driver or other employee be removed from service.
- m. Uniforms: Drivers shall be required to wear neat, clean and tucked uniforms at all times. The uniform shall consist of the KCATA logo, dark color trousers, light color shirt, and dark color outer garment. Each driver shall be required to wear an identification badge. KCATA shall approve the uniform before it is used in service.
- n. Vehicle Cleanliness/Appearance: All vehicles used in this service shall either be provided by or approved by KCATA. No other vehicles shall be authorized without direct approval of KCATA. The Providers shall be responsible for vehicle cleaning and appearance. Vehicles shall be clean and free of dirt and litter.

Drivers and passengers shall not eat, drink, or smoke in any vehicle used in service (except passengers specifically authorized by KCATA for reasons related to their disability). The interior of each vehicle shall be cleaned every day, with a thorough cleaning and scrubbing of the full interior once per month.

The vehicle's exterior shall remain clean and free of dirt or grime. The vehicle's exterior shall be washed and scrubbed at least every two days. In inclement weather, vehicles may require more frequent washing.

Any body damage to vehicles shall be reported by the service provider's drivers to dispatchers immediately. The provider/contractor shall then report body damage to KCATA before the close of the next business day. Vehicles with body damage shall be removed from service and shall not be placed back in service until repairs are made, unless their use is specifically approved by KCATA. KCATA may order that a vehicle be removed from service immediately if it fails to meet any of these standards.

2.7 KCATA Responsibilities

- A. General Responsibilities. KCATA shall have responsibility for the following administrative and management functions for the RKCF service.
 - 1. Establish operating and maintenance requirements for the provider/contractor.
 - 2. Provide continuing short- and long-range service planning.

3. Develop and implement policies and standards on issues related to KCATA's paratransit services, including, but not limited to, service area, vehicle hours, fares, and eligibility;
4. Enter certified customer information into the trip scheduling system and maintain an up-to-date database of eligible customers;
5. Determine trip eligibility and enter this information into the Trip Scheduling System;
6. Review rider no-shows and late cancellations and implement any suspensions of service;
7. Review service incidents involving customers and determine any conditions or suspensions of service to be imposed.
8. Review unscheduled trips and "overflow" runs to determine if additional vehicle-hours are needed to meet all trip requests;
9. Review the run structure and vehicle productivity to ensure that resources are used efficiently before additional vehicle-hours are authorized;
10. Develop and maintain trip scheduling system parameters for the deployment, scheduling and manifest development of paratransit services in cooperation with the provider/contractor;
11. Provide funding to support the authorized level of service capacity.
12. Purchase annual support and maintenance services for the scheduling software.
13. Purchase periodic technical services from to evaluate and refine parameter settings within the software system.
14. Manage customer service functions, including handling inputting comments and complaints, investigating complaints; tracking, resolving and reporting complaints;
15. Inspect and approve any vehicles added to the service.
16. Monitor the overall performance of the provider.
17. Administer and monitor the contract, and inspect and monitor performance of the providers/contractors;
18. Audit provider/contractor records.
19. Investigate unsafe practices.
20. Determine compliance with contractual requirements; and
21. Final determination of service performance, including on-time performance.

- B. Complaints. A complaint is defined as any written or verbal communication provided to contractor or KCATA which adversely reflects on the contractor's operation of services. KCATA is responsible for taking complaints and coordinating with the contractor and/or control center contractor to

ensure expeditious investigation and resolution of complaints. All contractors should notify customers who wish to file complaints directly with the contractor that their complaints should be filed with KCATA. In addition, the contractors must promptly provide KCATA with the details and specifics of all complaints received directly by the contractors.

C. Customer and Public Communications

1. KCATA is responsible for all media contacts, marketing RKCF and preparing any public information regarding RKCF.
2. The contractor shall not communicate with the print, television, radio, electronic or any other type of media about any aspect of KCATA's paratransit system without prior, express written approval of KCATA. All inquiries from the press, agencies, entities, groups and the public are to be directed to KCATA. Failure to comply with this requirement may result in the removal of the culpable individual(s) from the project.

2.8. Contractor Responsibilities and Requirements

A. General Responsibilities

1. Provide a full-time On-Site Project Manager to oversee the operation and be responsible for managing all aspects of the contractor's performance and responsibilities.
2. Provide a clean and secure facility to house staff and vehicles.
3. Obtain and license vehicles as needed.
4. Meet all operations, equipment and maintenance requirements specified in the RFP;
5. Meet employee hiring, retention and training standards specified in the RFP;
6. Communicate daily with the control center regarding current and projected vehicle and driver availability and expected demand and number of runs for upcoming days;
7. Review run manifests transmitted from the control center for feasibility and request changes to optimize service as appropriate;
8. Supervise the check-in and check-out of drivers and provide drivers with paperwork and run manifests.
9. Supervise the assignment of vehicles to drivers and the pull-out and pull-in of vehicles;
10. Provide on-street road supervision and assistance as needed.
11. Collect paperwork from drivers at the end of each run and check for completeness and accuracy.

12. Provide a secure system for collecting and accounting for customer fares and tabulating the amount of fares that should have been collected and the actual amounts collected for each run;
13. Report immediately to the control center any accidents, other non-routine events or operational deviations that result or may result in serious consequences to the contractor, to KCATA, to customers, or to the general public;
14. Respond to and investigate any driver or operations issues noted by KCATA staff and take actions as appropriate;
15. Investigate any customer comments or complaints forwarded by KCATA or the control center contractor and implement corrective actions required by KCATA;
16. Implement and maintain a drug and alcohol testing program and drug-free workplace program.
17. Attend regularly scheduled and special meetings with KCATA staff at the request of KCATA;
18. Assist KCATA in developing improvements to the paratransit system.
19. Respond promptly and precisely to the KCATA or control center staffs' requests for information and submit operating, financial, and performance reports and invoices in a timely manner;
20. Provide appropriate computer hardware and modem to interface with the KCATA host computer system and to operate the paratransit management software provided by and used by KCATA;
21. Provide maintenance and upkeep of all KCATA provided or required computer hardware and software; and
22. Maximize productivity of paratransit service resources consistent with KCATA direction and ADA regulations and guidelines.

B. Facility

1. The service provider must provide a facility suitable for the operation of the service, safe storage of all vehicles, and indoor maintenance of vehicles. The facility should be capable of housing a fleet sufficient to meet expected service demand. The proposed facility shall include secure (fenced, lighted, and camera monitored) parking for all paratransit revenue vehicles. The facility should be located within the Jackson County, Missouri, preferably within the service area. All furnishings, equipment and supplies will be the responsibility of the provider. Proposers must identify the facility and provide diagrams of the actual or planned layout of the facility.
2. Proposers who have not selected a facility to be used for this program must submit candidate sites that are being considered.

C. Office Equipment

1. The contractor is required to install a telephone system that will provide reliable communications without busy signals or holds with the control center staff.
2. The contractor will provide all computer hardware, copiers, fax machines and other equipment necessary to facilitate the operation and maintenance services for this equipment. This includes a desktop computer for the Project Manager, a copier, a laser printer, and a fax machine. The computer shall be state-of-the art and capable of interfacing with the KCATA's server to receive and quickly download run manifests.

D. Window Dispatching

1. Window dispatchers shall monitor the status of each run, shall coordinate changes to runs as needed to ensure on-time service and quality service to riders, and shall respond to driver needs and aid as appropriate.
2. Window dispatchers shall remain current on the status of every run assigned. This shall be accomplished by making sure that pickup and drop-off information is consistently recorded by drivers using MDTs. Dispatchers shall regularly monitor the MDT recorded times and contact drivers when times do not appear in the system. If MDTs are not functioning, dispatchers shall obtain the times from drivers using the radio system and shall enter times manually into the system.
3. Dispatchers shall ensure that drivers follow vehicle wait time policies and no-show policies. All drivers will be required to alert dispatchers to potential no-shows while at the pickup location. Dispatchers shall verify the pickup address with drivers and shall attempt to contact the rider if a phone number is available as part of the trip record. If no contact can be made, dispatchers will collect "landmark" information from drivers to verify that they were at the correct location, should riders subsequently call indicating that they were waiting, and the vehicle did not arrive as scheduled. Dispatchers will request arrival time information from riders and will ensure that a no-show is not authorized until the driver has waited at least five (5) minutes within the established on-time window. Dispatchers will then enter arrival times, authorized no-show times, and landmark information into the no-show documentation screens provided by the RMS system.
4. KCATA has a "no strand" policy. If rider's no-show for a return trip, a vehicle will be sent back at a later time to transport the rider home. Riders will be asked to call dispatch when they are ready and shall be served by the next available vehicle but in no case in more than 90 minutes from the time, they are finally ready to return.
5. Accommodating riders who no-show on a going trip shall be at the discretion of the dispatcher and shall take into consideration the ability of the system to accommodate the rider without adversely impacting other riders.

6. Dispatchers shall ensure that all radio communications are professional and in keeping with FCC regulations.

E. Telephone Number and System

1. The service provider will purchase and install an automatic call distribution system (ACD) telephone system for use in handling rider calls regarding scheduled service as part of the dispatching function.
2. The telephone system shall be set up to allow a supervisor or management staff person to monitor call activity. The system shall be capable of preparing daily telephone performance reports. These reports show call activity and call handling performance by each half-hour of the day (including the total number calls received, the number answered, the number abandoned, the average hold time, the maximum hold time, and the average servicing time). These reports shall be generated daily and reviewed by control center contractor managers to ensure that call performance standards are being met. As noted later in this RFP, information from these call reports shall be included in monthly service reports to KCATA.
3. The service provider shall also have a separate telephone line and number for communicating with the KCATA call center. This number shall be separate from the main line used by riders to make trip requests or to check on rides. This number shall be dedicated to communication to and from the KCATA call center.
4. A separate administrative telephone number shall be obtained by the service provider for use by managers and administrative staff. The administrative number shall be separate from the main service lines and the dedicated line from the KCATA call center and the service provider.

F. Vehicles & Vehicle Maintenance

1. The contractor is responsible for providing vehicles that will meet all Federal Motor Vehicle Safety Standards, State of Missouri and State of Kansas requirements and standards. All vehicles will be dedicated to transporting RKCF customers and shall not be used for other contracts or services.
2. Vehicles equipped with factory air conditioning and heating shall be provided. Body-on-chassis minibuses must meet all ADA design standards, FMVSS and NHTSA standards, and other applicable industry standards. Body-on chassis minibuses must also meet the following minimum specifications:
 - a) a minimum interior width at shoulder height of 85", minimum interior headroom of 74" and maximum overall height of 118".
 - b) Minimum of 10 ambulatory passengers' seats with two wheelchair securement locations (10 ambulatory seats to be available when both wheelchair securement locations are occupied).

- c) Wheelbase and overall body length to be designed to minimize overhang and maximize ride quality. Maximum overhang of 50% of wheelbase.
 - d) Axle and spring ratings to safely accommodate maximum loads. Heaviest available shock absorbers. Ride assist in rear to provide for best possible ride quality (Mor-Ryde or approved equal).
 - e) Gas engine with heavy-duty drive train.
 - f) Wiring for all after-factory items to be separate from the factory wiring. All wiring added in the conversion process shall be properly grouped and shall meet highest SAE standards. Grommets shall be provided where wiring penetrates metal surfaces or other possible wear points.
 - g) Adequate heat (65,000 BTU minimum) and air conditioning (36,000 BTU minimum at normal engine idle speed) to provide for comfortable passenger temperatures year-round.
 - h) Adequate stanchions and handrails to assist in boarding, alighting and interior circulation.
 - i) Adequate interior and exterior lighting.
 - j) Interior design shall allow for debording of passengers located in either wheelchair securement area without first having to move the passenger in the other wheelchair securement area.
 - k) Highest quality ambulatory seating with adequate lumbar support for ride comfort. All ambulatory seats and wheelchair securement locations to be forward-facing.
 - l) Wheelchair lift to be located "mid-vehicle" (between the front and rear axle and behind the ambulatory entrance door).
 - m) Lift platform at least 32" wide and 48" long with a rating of 750 lbs. minimum.
 - n) Securement areas shall have continuous floor tracks and continuous wall mounted shoulder harness tracks for maximum flexibility in wheelchair placement.
 - o) Lift door height of 65" minimum measured from lift platform in raised position to door header.
 - p) A minimum 79" ambulatory entrance door height measured from the top of first step to door header. Minimum clear ambulatory door width of 30". Maximum first step height of 12" with consistent risers of maximum 9" and no nosing's.
3. All vehicles are to be equipped with continuously recording on-board cameras capable of also capturing audio/sound. All recordings shall be saved for at least 10 days. Recordings involving accidents and/or incidents shall be saved for longer periods, as appropriate.

4. Vehicles shall be equipped with Red Cross approved first aid kits appropriate for lift-van use, regulation examination gloves to handle exposure to blood and other bodily fluids, 10 lb. ABC UL-approved fire extinguishers, flare and reflector kit, and seat belt cutters. Service Providers shall resupply vehicles with this equipment as it is used.
 5. Proposers should provide a detailed description of the vehicles to be provided in their Technical Proposals. Service providers will be required to obtain KCATA approval of vehicle type and design before placing orders. All vehicles shall be inspected and approved by KCATA before being placed in service.
 6. Sedans shall be kept in service for no more than four (4) years or 150,000 miles. Body-on-chassis minibuses shall be kept in service for no more than five (5) years or 200,000 miles. KCATA reserves the right to request that vehicles be taken out of service sooner than this should documentation show that vehicle condition adversely affects service performance or service quality.
 7. A separate file must be maintained for each vehicle, which includes a complete maintenance and repair history, and inspection and licensing documentation.
 8. Vehicles will be maintained in accordance with a KCATA approved maintenance plan submitted by the contractor. This must include daily vehicle inspections, regular preventive maintenance in accordance with all equipment manufacturer requirements, and prompt repairs as needed. Drivers shall be given at least 15 minutes at the beginning of each shift to complete vehicle inspections. Vehicles with accident damage will be removed from service and repaired promptly. Vehicles shall be cleaned daily and washed at least twice weekly (and more frequently as needed during bad weather). Vehicles will be maintained in a manner that will allow for the safe transportation of customers. Proposers shall include a maintenance and cleaning plan as part of their Technical Proposals.
 9. KCATA or its designee may inspect, unannounced or announced, the vehicles at any time either at the contractor's location, or while the vehicle is in service. If, in the opinion of KCATA, a vehicle does not meet KCATA safety standards, it may be "red tagged." A vehicle that has been "red tagged" must not go into service and/or must be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the contractor and verified by KCATA.
 10. The contractor is responsible for having an adequate number of vehicles to meet peak-hour pullout requirements plus an adequate number of available spares for same-day service needs. At least four (4) spare vehicles for every twenty (20) peak-hour runs shall be provided, with at least two (2) spares for every twenty (20) peak-hour runs available for service (i.e., not undergoing maintenance or repair).
- G. Two-Way Mobile Radios. Two-way voice communication between the control center and drivers will be via hand-held radios. The selected service provider shall work together with KCATA or the selected control center contractor to obtain compatible mobile radio equipment. The service provider shall purchase enough units for all drivers, road supervisors, on-duty window dispatchers, the On-Site Project Manager, plus an adequate number of spares.

- H. MDCs and AVL Technology. Automatic Vehicle Locators/Mobile Data Computers (AVLs/MDCs) will be used in all dedicated vehicles to allow real-time recording and trip data transmission and vehicle location. Tablets may be used to accomplish this requirement. The service provider must also equip all vehicles with MDCs and AVL technology. The AVLs/MDCs must be compatible with KCATA's technology. The service provider will also be responsible for obtaining a maintenance contract for this equipment. As part of its technical proposal, the contractor should identify and describe the proposed MDC coupled with AVL technology equipment (model number, manufacturer specifications or other technical data). Proposer should also describe how they will enforce the use of AVLs/MDCs to include reporting requirements and the process to be followed in the event of failure of an MDC device.
- I. Vehicle Markings. ***Vehicle markings required by KCATA are subject to negotiation before the proposal award. The provider must meet state and federal regulations regarding vehicle markings. Any required changes to existing vehicle paint schemes or markings shall be the responsibility of KCATA.***
- J. Development of Routes
1. KCATA and/or the control center contractor will work with the selected provider to develop an initial run design that can be effectively implemented. This run structure will be used in the trip booking and scheduling process. The service provider will work with KCATA and/or the control center contractor to update and refine this run structure over the term of the contract.
 2. Final run manifests will be completed and transmitted to the provider by 7:00 PM on the evening before each day of service. The provider should review assigned runs and make preparations for driver and vehicle coverage. Runs should also be reviewed by the provider for "workability" and adjustments may be requested from KCATA or the control center contractor up to 8:00 PM each day. Any changes to the original run manifests are made at the sole discretion of KCATA or the control center contractor.
- K. Vehicle Operations
1. The contractor will maintain an adequate pool of drivers and scheduled extra board drivers to ensure that all scheduled runs are covered and pullout on time.
 2. The contractor will provide staff to manage the driver check-in and check-out process and the assignment of vehicles and runs.
 3. Drivers will be required to review run manifests and ask for any clarifications or raise any issues should there be questions about the way the run should be performed.
 4. Drivers will be thoroughly trained to understand the differences between times promised/negotiated with customers, the on-time pickup window around these negotiated times, and final scheduled times/estimated arrival times generated by schedulers and the software system.
 5. Drivers will be thoroughly trained to understand the vehicle wait time policy and no-show procedures.

6. Drivers will be instructed to wait “around the corner” should they arrive early (before the scheduled time to transport) and to never pressure customers to leave earlier than the scheduled times. Drivers may request early callouts from dispatch should this be appropriate.
- L. **Fuel.** *The KCATA will assume the costs for fuel purchase for ADA / RKCF portion of the service agreement. Contractor shall provide anticipated fuel expenses in the Cost Proposal Form and shall be included in the Vehicle Revenue/Hour and the Vehicle Revenue Miles calculations.*
- M. **Accidents/Incidents.** *In the event of any accident or incident involving a RKCF customer, KCATA or the control center contractor must be notified immediately. Contractor must follow the accident and injury reporting procedures established by KCATA.*
- N. **Fare Collection**
1. The contractor will collect fares as set by KCATA and as indicated on the run manifests provided by KCATA or the control center contractor. The contractor will provide a secure method of collecting fares and account for the same. The total fares scheduled to be collected, as well as the actual fares collected, will be noted on the trip summary sheets attached to each completed run manifest. KCATA will base payment formula on fares scheduled to be collected.
 2. Drivers will not make change. The drivers will not solicit or accept tips or gifts of any kind.
- O. **Inclement Weather**
1. Drivers should keep KCATA, or the control center contractor informed of driving conditions and provide information requested by the dispatchers for making decisions regarding possible service cancellations due to inclement weather. KCATA will make decisions regarding any service cancellations due to inclement weather. If service is cancelled prior to the start of the service day, KCATA or the control center contractor will notify the contractor. The provider will not be reimbursed for vehicle-revenue-hours cancelled in advance due to inclement weather.
 2. If service is suspended during the operating day due to inclement weather, the provider will be reimbursed for the full scheduled time of all runs in progress.
- P. **Staffing Requirements**
1. The contractor will provide the necessary management and administrative personnel whose expertise will ensure efficient operation of all paratransit services. KCATA recognizes that a high-quality operation begins with key personnel. A minimum level of required staffing and staff qualifications is described below. Proposers should consider and include additional staffing or qualifications, which they feel is necessary.
 2. The contractor will be solely responsible for the satisfactory work performance of all its employees. A criminal background check must be performed on each employee. The contractor is solely responsible for payment of all employee and subcontractor wages and

benefits. Without any additional expense to KCATA, the contractor will comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, drug and alcohol testing and all other applicable local, state and federal laws. KCATA will have the right to demand removal from the project, for reasonable cause, of any of contractor's personnel. The contractor must not, absent prior written notice to KCATA, remove or reassign the key management personnel identified in its proposal (e.g., Project Manager or any other key position) at any time before or after execution of the contract.

3. The contractor will also be responsible for ensuring that all personnel of its subcontractors meet the pre-hire qualifications and post-hire training requirements set forth in this RFP. The contractor must maintain individual files for each employee to include but not be limited to documentation of required qualifications and training.

a. On-Site Project Manager

- 1) The On-Site Project Manager (PM) will be the person in charge of overall management and supervision of all staff and full compliance with the terms of the contract. The PM must maintain consistent and sufficient contact and communications with KCATA's Operations Manager to ensure a smooth operation of services.
- 2) The PM must have a minimum of five years of management and supervisory experience in paratransit operations at a similar sized or larger system.
- 3) The PM will demonstrate, by decision and action, competency in all aspects of KCATA's paratransit service. The PM will function as line supervisor of all project staff and manage accounts and operating records for the KCATA service.
- 4) The PM must be identified, and a detailed resume furnished in the respondent's Technical Proposal. This person shall be available to be interviewed by the selection committee. If the proposer has not selected a PM, resumes of likely candidates must be submitted. The proposer must also submit a resume of the corporate manager proposed for this project to which the PM will report.

b. Supervisory Staff (Window Dispatchers)

- 1) The contractor must ensure that supervisory staff is on duty prior to the start of the service day and at all times that drivers are on-the-road. The supervisory staff will be responsible for:
 - a. Front-line supervision of drivers.
 - b. Signing drivers in and out.
 - c. Assigning vehicles to drivers.
 - d. Assigning and reviewing runs with drivers.
 - e. Reviewing runs received from the Call Center and communicating any issues or needed changes to the Call Center;
 - f. Reviewing paperwork received from drivers for completeness and accuracy.
 - g. Managing the secure fare collection process.
 - h. Coordinating the preparation and submittal of all incident reports, accident reports or other required paperwork;

- i. Investigating customer comments or complaints forwarded by KCATA.
 - j. Investigating any other matters forwarded by KCATA.
 - k. Coordinating any road calls or vehicle trade-outs required; and
 - l. Overseeing and coordinating vehicle inspection and maintenance activities (if separate on-site maintenance supervisory staff is not employed).
- 2) Adequate supervisory staffing must be provided throughout the service day commensurate with the number of runs in service at any given time. The PM may be used to help fulfill some supervisory duties as long as the assumption of that role does not detract from other overall management duties or required meetings with KCATA.
- 3) Supervisory staff shall have a minimum of two (2) years of driver supervision in a paratransit or similar operations setting.
- b. Maintenance Staff. If the contractor elects to perform some or all maintenance in-house, they shall provide adequate staff to meet the vehicle maintenance requirements as detailed in this RFP.
- c. Trainer. The contractor must have the capability, either through subcontracting or in-house staff to train drivers. Trainer(s) used or employed must be fully licensed and certified to conduct the classroom training, behind-the-wheel training, and refresher training of paratransit drivers and must have a minimum of one (1) year experience providing such training in similar paratransit systems.
- d. Road Supervisors
 - 1) The contractor must provide road supervision staff in sufficient number to ensure road supervision at all times when vehicles are in customer service. There shall be one Road Supervisor on duty for every 20 drivers in service. Road Supervisors must satisfy the driver requirements specified below and have a minimum of one (1) year experience as a driver in similar paratransit services. Road Supervisors may be used as drivers in emergencies but should not be regularly used as back-up or extra-board drivers.
 - 2) Cross-training of office staff is encouraged to provide maximum operating flexibility. At times when a relatively small number of vehicles is in operation, contractor may also have individuals who meet requirements of several positions (e.g., Trainers, Road Supervisors, In-Office Supervisory Staff, On-Site Project Manager) so long as having multiple responsibilities does not interfere with meeting the duties of each function. Proposers should carefully explain in their Technical Proposals how each of these areas will be staffed during all days and hours of operation over the term of the contract.
- e. Drivers. Minimum requirements for drivers are to:
 - 1) Pass a full pre-employment physical examination certifying that they are physically capable to do the job.
 - 2) Pass a pre-employment drug and alcohol test.

- 3) Have no felony offenses.
- 4) Have a valid drivers' license to provide this type of service; and when operating a vehicle weighing more than 26,000 pounds or originally designed to carry 16 customers or more (including the driver), possess a valid commercial driver's license (CDL) with a PB endorsement.
- 5) Be at least 21 years of age.
- 6) Be a licensed driver for a minimum of three (3) years;
- 7) Be able to speak and understand English (a second language skill in Spanish is considered a plus)
- 8) Possess a safe driving record.
- 9) Have received no more than two moving violations for three (3) years prior to application for this program.
- 10) Have three full subsequent years with no violations, if license has ever been revoked.

The contractor shall provide signed affidavits to KCATA staff that these requirements have been met by each driver. As new drivers are hired, the contractor shall immediately provide affidavits on the new drivers. KCATA reserves the right to have open access to all employment files of the contractor's drivers, and may be subject to quarterly audits, to verify that minimum requirements are being met. The contractor will obtain a driving record from the State Motor Vehicle Department every 6 months for each driver for the duration of the contract.

Q. Driver Tools. Provider will provide all necessary operating equipment for the drivers and office personnel. Driver equipment will include, but not be limited to, a current street guide of the operating area, manifests (trip sheets), clipboards, and pens. Drivers are also required to be equipped with an operable and accurate timepiece at all times plus:

- Two-way radio communications with the KCATA or control center base station
- Fire extinguisher, U.L. approved, appropriate for size and type of vehicle
- First aid kit (approved for capacity of vehicle)
- Sterile gloves and Mouth to Mouth Barriers
- Set of triangle reflectors or other similar warning device
- Flashlight
- Chains or other traction devices (seasonal)

R. Staffing Policies

1. Availability of Key Staff and Vacancy of Key Positions. The phone numbers of the Project Manager and the key supervisory staff person must be made available to KCATA so that, in the event of an after-hours emergency, they can be contacted on a 24-hour basis. The

contractor shall respond in person to any emergency or accident as requested by KCATA during or after the operational hours of the system.

2. Driver Compensation and Turnover. KCATA recognizes the expense and negative effect of driver turnover and the benefits of an experienced, stable driver workforce. Therefore, the contractor must demonstrate in its Technical Proposal that it has an acceptable recruitment and hiring program to minimize driver turnover and retain a high-quality driver work force. The contractor must offer a reasonable wage and compensation package, coupled with a supportive work environment. Wages and other compensation should be at least comparable with current compensation to facilitate a smooth transition of experienced drivers to the new contract. Proposed driver wages and benefits over the term of the contract must be detailed in the Technical Proposal.

3. Dress and Appearance Standard

- a. The contractor will supply a uniform to be worn by all drivers when operating a vehicle in KCATA service, which will convey a professional image similar to that of KCATA fixed route drivers. The selected uniform will be of like quality to those worn by KCATA's fixed route drivers. The contractor must submit a sample uniform for KCATA's approval prior to start of contract. The following list is the suggested uniform issue for a full-time driver:
 - Uniform shirt (dress shirt or knit polo with contractor logo)
 - Trousers/slacks (black or khaki)
 - Jacket (with contractor and RideKC Freedom identifier)
- b. It is the contractor's responsibility to see that driver's uniforms remain in good condition. Uniforms that are not in good repair must be replaced at the contractor's expense.
- c. Drivers are required to meet the following grooming and appearance standards:
 - Uniforms are to be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned.
 - Beards and hair must be clean and neatly trimmed;
 - Black shoes or boots, leather or synthetic leather, soft or hard sole, must cover the foot completely and be in good repair, polished and cleaned; and
- d. Uniforms are to be worn only when providing service for KCATA and are not to be worn at any other time.
- e. Proper identification that clearly identifies the driver as an authorized representative shall be visible at all times.

4. Personnel Policies

- a. The contractor must have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal

Employment Opportunities, FTA Drug and Alcohol Regulations, DOT, Worker's Compensation and other regulations as appropriate.

- b. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
 - c. When providing KCATA service, employees may not have weapons in their possession or on vehicles operated for KCATA services. The contractor must comply with KCATA's Prohibited Weapons Policy for vehicles and personnel while operating KCATA services.
 - d. Purchasing or consuming illegal substances or alcoholic beverages while in uniform is not allowed. It is the contractor's responsibility to terminate any employee observed doing so. Policies for addressing such incidents must be included in the provider's Drug and Alcohol Policies as required by the FTA and in compliance with the FTA Drug and Alcohol Regulations.
 - e. KCATA promotes and supports a smoke free work environment. No smoking is allowed in vehicles used to provide KCATA service or within the facilities used for KCATA services.
 - f. The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.
 - g. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.
 - h. KCATA retains the right to review the provider's personnel policies and list of personnel assigned to KCATA's contract. Proposed changes in job duties are subject to review and approval by KCATA.
5. Etiquette. Drivers are expected to use tact, respect, courtesy and patience in dealing with customers. Drivers are expected to keep confidential any information they may have about the customer except as needed to perform the work related to his or her position. Drivers may report medical information to authorized medical assistance personnel who report to the scene of an accident or to the scene of a medical emergency.

6. Driver Feedback. Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative to assist the KCATA and/or control center contractor in meeting its overall mission. The contractor must have on-going mechanisms, including regular driver meetings, to request and obtain driver feedback. The contractor will share this feedback with KCATA and/or the control center contractor at regular project meetings. KCATA and/or control center contractor staff will be allowed to participate in monthly driver meetings.

S. Training and Safety Programs

1. Training Requirements

- a. Management and Supervisory Staff. Management and supervisory staff must be thoroughly trained in KCATA paratransit service policies and procedures, use of hardware and software appropriate to the job, and quality customer service.
- b. Vehicle Operator Training
 - 1) The contractor is responsible for all training of drivers.
 - 2) Evaluation of driving skills must be conducted annually and after any accident.

2. Training Standards

- a. The contractor will notify KCATA staff at least 48 hours in advance of scheduled training classes. Training should emphasize paratransit service which:
 - 1) Is safe and reliable.
 - 2) Will maximize customer service; and
 - 3) Will maximize productivity.
- b. The driver training course must, at a minimum, provide 56 hours of classroom instruction and 40 hours minimum of on-the-road training to include:
 - 1) A review of applicable laws and regulations.
 - 2) KCATA paratransit service requirements and policy and administrative procedures.
 - 3) Vehicle orientation - pre and post trip inspections.
 - 4) Safe vehicle operations.
 - 5) Sensitivity Training - Minimum six (6) hours classroom and two (2) hours "hands-on" (including respectful language, customer assistance, working with customers with various types of disabilities, driving techniques, special considerations, loading, tie-down training and role-playing). This training will include empathy training which will give drivers experience first-hand what customers experience when using the service (e.g., riding up and down on a lift, entering and exiting a vehicle blindfolded, etc.). The sensitivity training will also involve individuals with disabilities talking about their particular needs when traveling on the paratransit service.
 - 6) Lift/wheelchair tie-down techniques and procedures for the transport of customers with wheelchairs and other mobility devices.

- 7) Operation of radio equipment in accordance with federal, state and local regulations.
- 8) Four (4) hours of hands-on training using the radio and AVLs/MDCs.
- 9) A minimum of four (4) hours of customer service training.
- 10) Accidents and emergencies – avoiding accidents and emergencies and completing accident reports.
- 11) First aid training, including cardiopulmonary resuscitation (CPR).
- 12) Dealing with blood-borne pathogens and air-borne pathogens.
- 13) Fare collection and trip classification and counting.
- 14) A minimum of four (4) hours of orientation to the service area and street network.
- 15) A minimum of four (4) hours of schedule reading, route planning and run completion.
- 16) A minimum of forty (40) hours of behind-the-wheel defensive and safe driving training in all types of vehicles to be operated under this contract. Driver skills will be evaluated at the end of the forty hours of training and additional training will be provided if the evaluation indicates that it is needed.
- 17) Substance abuse management and program compliance.
- 18) Refresher training as needed.

3. Incentive and Safety Programs

- a. A copy of the contractor's Policy/Procedure Manual must be provided to KCATA at least 60 days prior to the start of service. The proposer should fully describe its training programs in the Technical Proposal.
- b. The provider must implement an incentive and safety program.

2.9 Incentives and Disincentives

- A. During each billing period, the contractor shall strive to meet the service performance standards as specified in Section 3.4(U) of this RFP. Exceeding certain performance standards shall result in the payment of incentives as specified below. Failure to meet certain standards shall result in the application of disincentives against the contractor's billing-period invoice(s) as specified below. If disincentives are assessed, the contractor shall be notified in writing at the time that payment is made.
- B. Performance incentives and penalties that shall apply to the control center contract shall be as follows:
 1. Telephone Hold Times: KCATA's goal is to have at least 90% of all calls within a given month answered within 3 minutes and at least 95% of all calls answered within 5 minutes. This standard will apply to the total calls received on the dispatch ("Where's my ride?") line. For each month where this standard is not met, a disincentive of \$1,500 shall be assessed. If the standard is not met for two successive months, the contractor shall hire additional staff or take other actions to resolve the low performance. Performance below the standard for three successive months may be considered a breach of contract.

2. On-Time Performance: KCATA's goal is for 95% of all pickups to be on-time and 95% of all drop-offs to be on-time. An acceptable "operating range" of 90-95% on-time has been established. A pickup will be considered on-time if drivers arrive at pickup locations from 15 minutes before to 15 minutes after the times negotiated and stated to customers. Early pickups (more than 15 minutes before the negotiated times) will also be included in the count of "on-time" pickups for the purposes of reporting performance and assessing incentives and disincentives. A drop-off will be considered on-time if made no earlier than 30 minutes before any stated appointment or desired arrival time and no later than the appointment or desired arrival time. Early drop-offs (more than 30 minutes before the stated appointment times) will also be included in the count of on-time drop-offs for the purposes of reporting performance and assessing incentives and disincentives. For each percentage point above 95% for both pickup and drop-off on-time performance for a given month an incentive payment equal to \$1,000 shall be paid to the contractor. For each percentage point below 90% for either pickup or drop-off on-time performance for a given month a penalty equal to \$1,000 shall be deducted from the contractor's invoice for that month. If both pickup and drop-off performance is above or below the above percentages, only one will be counted, with the greater incentive or disincentive amount applied. For example, if pickup performance is 97% and drop-off performance is 96%, an incentive payment of \$2,000 will be made based on the on-time pickup performance. Similarly, if pickup performance is 89% and drop-off performance is 88%, a \$2,000 disincentive will be assessed based on the drop-off performance.
3. Excessively Late Trips: An excessively late trip is one where the actual pickup time is more than 60 minutes after the negotiated pickup time. KCATA's goal is to have no excessively late trips that are within the control of the contractor. An acceptable operating range of zero to 0.5% of completed eligible rider trips will be used. For each excessively late trip above 0.5% that is within the contractor's control, a disincentive of \$25 will be assessed. Excessively late trips will not be counted in the calculation of disincentives if the contractor provides adequate documentation that the lateness was due to circumstances beyond their control. Documentation must be backed up by dispatch entries in the trip tracker notes.
4. Missed Trips: If a rider decides not to travel because the vehicle does not show-up within the pickup window, the trip shall be considered a "missed trip." KCATA's goal is to have no more than 0.5% missed trips. An acceptable operating range up to 0.75% of eligible rider trips will be used for assessing disincentives. A disincentive of \$25 per missed trip above the 0.75% operating range shall be deducted from the contractor's invoice. Missed trips will not be counted in the calculation of disincentives if the contractor provides adequate documentation that the occurrences were due to circumstances beyond their control. Documentation must be backed up by dispatch entries in the trip tracker notes.
5. Productivity: KCATA has established a desired productivity of 1.65 eligible rider trips per vehicle revenue-hour and a minimum productivity requirement of 1.6 eligible rider trips per vehicle revenue-hour. For each month productivity is greater than 1.65 the contractor will receive an incentive payment of \$1,200. For each month productivity is lower than 1.50 the contractor will receive a disincentive penalty on \$1,200. The contractor will only be eligible for the productivity incentive if the service is operated during that month within the acceptable operating ranges for on-time performance, excessively late trips, missed trips, and in-vehicle ride times.

6. Failure to Respond to Complaints: The contractor shall have five (5) business days from the receipt of written complaint information forwarded by KCATA to conduct an investigation and properly respond in writing to KCATA with findings and proposed corrective actions. Failure to respond within five (5) business days shall result in a \$50 disincentive charge.
7. Accident and Customer Injury Reporting: If the contractor fails to report an accident or customer injury on the day it was reported by a service provider, or the next business day if the accident or injury occurred after normal office business hours, the contractor shall be assessed a \$100 disincentive charge.
8. Disincentive Exceptions: Disincentives will not be assessed if the contractor's performance fails to meet the goals due to extraordinary and/or unanticipated occurrences beyond the control and without the fault or negligence of the contractor. Examples include vehicle recalls, labor strikes, earthquakes, fires and/or floods that result in performance below the stated goals. Traffic congestion or accidents are not acceptable reasons for poor performance. If performance below the baseline results from any KCATA policy, the provider should confer with KCATA on the matter.

2.10 Quality Control Infractions

- A. Quality control infractions observed by KCATA include but are not limited to dirty vehicles; failure to display the RideKC Freedom logo on vehicles; failure to promptly report driver or vehicle information; failure to promptly report accidents; failure to provide a properly licensed or qualified driver; non-working heaters or air conditioners; non-working seatbelt; and unsecured wheelchairs.
- B. Quality control infractions will become effective no later than ninety (90) days after the effective start date of the contract. Each quality control infraction is assessed a fixed monetary penalty per infraction as indicated in the table below.

Table 2. Quality Control Infractions

Infraction	Penalty
Use of inadequately cleaned vehicle to transport customers	\$ 25
Failing to display required RKCF decals in vehicle	\$ 50
Failing to provide a revised list of drivers and vehicles to RKCF within one (1) weekday of a change	\$ 50
Non-working heater or air conditioner	\$ 50
Failing to provide a properly licensed driver with a safe driving record	\$100
Failing to report a vehicle or client accident on the day of occurrence or the next business day if the occurrence is after normal office business hours	\$100
Non-working seatbelt	\$100
Unsecured wheelchair	\$100

If total monetary penalties for quality control infractions equal or exceed \$1000.00 in any month, no incentives earned for the month will be paid by KCATA.

2.11 Disincentive Exceptions

Disincentives will not be assessed if the contractor's performance fails to meet the goals due to extraordinary and/or unanticipated occurrences beyond the control and without the fault or negligence of the contractor. Examples include vehicle recalls, labor strikes, earthquakes, fires and/or floods that result in performance below the stated goals. Traffic congestion or accidents are not acceptable reasons for poor performance. If performance below the baseline results from any KCATA policy, the provider should confer with KCATA on the matter.

2.12 Record Retention and Inspection

- A. The selected contractor shall maintain all required operational and financial records, including required reports as well as original data collection forms (including completed run manifests, incident reports, accident reports, timesheets, etc.), for three (3) years after final payment and all other pending matters are closed.
- B. KCATA, or any of its duly authorized representatives, shall have access to any documents, papers or records which are directly related to the project.

2.13 Confidentiality of Client Information

All information regarding any individual served by KCATA is strictly confidential. Information shall not be released to any party in any form without authorization of the individual and/or KCATA.

2.14 Vacancy of Key Positions

If, during the course of normal employee turnover, the Project Manager position remains open for a period in excess of 30 calendar days, KCATA may deduct the salary and benefits (per the final negotiated offer) plus a penalty of \$100.00 per day for any month or portion thereof in which the position remains unfilled beyond the first 30 days.

2.15 Training Requirements

- A. All management and operations staff shall be thoroughly trained in KCATA paratransit service policies and procedures, use of hardware and software appropriate to the job, disability awareness, and quality customer service.
- B. Schedulers, dispatchers and dispatch assistants shall be fully trained in the functioning of the RMS system for their area of operations and shall be trained in the roles and responsibilities of these jobs. Refresher training in RMS shall also be provided as software upgrades are installed. Proposers should detail in their Technical proposals how they select and train employees for these call center functions.

2.16 Performance Goals

The service provider and its employees must adhere to all service policies detailed in Section 3.4 as well as other requirements noted in this RFP. In addition, the service provider should strive to meet all applicable performance goals and standards as detailed in Section 3.4. Failure to meet the

performance goals and standards may result in liquidated damages for any month where goals and standards are not met, as detailed below. The goals are intended to be reasonably attainable by the contractor, fair to the customers, and consistent with expectations that the contractor will always perform at its highest level. Failure to comply with RFP requirements or service policies meant to ensure service quality (Quality Control Infractions) may also result in disincentive charges as detailed below.

2.17 Data Collection and Reporting

- A. The contractor is required to maintain the following data and submit the following documents to the KCATA, or control center contractor as requested:
 - 1. “Run Pull-Out Logs” will be submitted daily along with completed run manifests.
 - 2. Completed “Run Summary Sheets” attached at the front of completed run manifests.
 - 3. Completed run manifests with completed trip add-on sheets as appropriate.
 - 4. Breakdown, Incident and Accident Reports.
- B. The contractor is required to review these documents for completeness and accuracy before submitting them to the KCATA or the control center contractor.

2.18 Run Pull-Out Log

This daily report should indicate all runs scheduled for the day and the drivers originally assigned to cover those runs. The “Run Pull-Out Log” should also list all scheduled extra board and back-up drivers for that day and the hours that each are available. Changes to original driver assignments should be tracked on the log, use of extra board drivers must be clearly indicated and final assignments and run coverage as well as remaining extra board capacity throughout the day should be detailed.

2.19 Run Summary Sheet

- A. Drivers must complete a “Run Summary Sheet” for each run performed. The run sheet will identify the driver, the vehicle, the run number, the scheduled pull-out and pull-in times of the run, the actual pull-out and pull-in times, the pull-out and pull-in mileage, the total customer fares that should have been collected, and any breakdowns. Supervisory staff must review the Run Summary Sheets and add information about customer fares actually collected as applicable.
- B. The run manifests will include the run number and date. Separate lines will then be included for each pickup and drop-off. The pickups and drop-offs will be in the final time sequence to be performed by the driver. Each pickup and drop-off line will include the scheduled pickup or drop-off time, the address, the customer’s name, any special customer or directional notes, time of the pickup, any applicable appointment or desired drop-off time, the pickup time promised to the customer (or the on-time window calculated from the promised time), the number of PCAs and companions, mobility aids used by the customer, and the fare to be collected. Each line will also provide space for the driver to enter the actual arrival time and

boarding time or the actual drop-off time, and the mileage at each pickup or drop-off. Drivers must also record no-shows, cancellations, transferred trips and other service information and changes to the schedule.

- C. Drivers will be provided with a supply of blank “add-on” forms for entering information about trips added to the run by dispatchers. All information on scheduled trips noted above must be recorded on these add-on sheets, including the original scheduled and negotiated times. The add-on sheets will also provide a space for drivers to record the time the trip is assigned to them by the dispatcher.

2.20 Management Reports

- A. Monthly management reports must be submitted with invoices each month. These reports should detail accomplishments and goals related to provision of service. These reports should also include required DBE reports and should outline DBE participation relative to planned participation and KCATA goals. Existing and anticipated problems, with recommendations for resolution, should be described. A complete accounting of all accidents involving injury, and unusual incidents and events also should be included.
- B. The contractor will assist the KCATA in collecting any information and data needed to meet Federal Transit Administration reporting requirements, including NTD reporting.

2.21 Accounting Records

- A. All service costs incurred in the performance of this contract must be recorded in an account separate from those used for the contractor’s other business activities and must be available for inspection or audit during normal business hours upon KCATA request.
- B. The contractor is required to instruct its personnel assigned to this project to complete timesheets that meet federal and state requirements showing working hours charged to the project. Timesheets should not have white-outs, black-outs or the like. Corrections needed on timesheets should be shown by cross-throughs with the corrected amount written in and initialed. The timesheets should be made available to KCATA upon request during all normal work hours.

2.22 Fraud Prevention and Detection Policies and Procedures

- A. As part of the proposal, the proposer will submit their policies and procedures for fraud prevention and detection. The policies shall contain at a minimum the following:
 - 1. A comprehensive employee training program to prevent, investigate, and report alleged or suspected fraud, theft, or other criminal behavior.
 - 2. A program for the review of subcontracted service providers and/or employees to detect any pattern or practice of inaccurate or fraudulent encounter or service reports;
 - 3. A program for the review of subcontracted transportation providers and/or employees to detect any pattern or practice of overstated reports or levels of service;

4. A program for the review of subcontracted transportation providers and/or employees to detect any altered or falsified records or destroyed records not consistent with the records retention policy.
 5. A program for the review of subcontracted transportation providers to detect any false statements about credentials.
- B. The contractor must also immediately report to KCATA any and all instances of alleged or suspected provider, driver, employee or customer fraud or theft that is detrimental to service, of criminal nature and/or creates a potential unsafe environment.
1. At a minimum the report shall contain the name of the provider, driver or customer, or contact information, and a description of the potentially or suspected fraudulent action.
 2. The report must include a description of the corrective action(s) taken by the contractor and/or the subcontractor(s). All such reports must be submitted in writing to the KCATA.

2.23 Reconciliation

- A. The service provider will be responsible for final trip reconciliation. This will include entering information from the Run Summary Sheets and completed Run Manifests into the RMS system. Information recorded by drivers shall be compared to times automatically recorded via the MDCs and information entered into the system by dispatchers. If minor differences are found in times (5 minutes or less), the automatic times recorded via MDCs shall be used. If greater differences exist, reconciliation staff will investigate the differences by examining AVL data and trip tracker notes. If changes are made to MDC data based on driver recorded times, the changes shall be documented in the trip tracker notes. Reconciliation shall be completed within seven (7) days of the date of service.
- B. Part of the reconciliation process will also include checking to ensure that only approved drivers and approved vehicles are used by service providers to perform RKCF trips. The control center contractor shall immediately notify KCATA of any use of non-approved drivers or vehicles by service providers

SECTION 3 PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposal” and “RFP” are used interchangeably, and the terms “offer”, and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Jackie Woods at jwoods@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Proposal Submissions

- A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT March 14, 2023**. Proposals received after the time specified may not be considered for award.
- B. Proposals shall be submitted electronically through a secure FTP site as follows:

Project Name	Paratransit Services for Independence, Missouri
Project Number	F23-7002-32
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/pts/SitePages/Home.aspx
Bidder Email	Bid_F23-7002-32@kcata.org
Bidder Password	rN_PTDVA4M (romeo - NOVEMBER - Underscore - PAPA - TANGO - DELTA - VICTOR - ALPHA - Four - MIKE)

- C. This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, and when prompted, you must type in the email address that is provided (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.
- D. Proposals received via facsimile (fax), or electronic mail (email) will not be considered.

3.3 Reservations

- A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this RFP.

- B. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.
- C. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

3.4 Proposer's Responsibilities

- A. By submitting a proposal, the Proposer represents that:
 - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
 - 3. It is authorized to transact business in the State of Missouri.
- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.5 Authorization to Propose

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

3.6 Withdrawal & Incomplete Proposals

- A. Proposals may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.
- B. Incomplete proposals may render the proposal non-responsive.

3.7 Modification of Proposals

Any proposal modifications or revisions received after the time specified for proposal closing may not be considered.

3.8 Unbalanced Proposals

KCATA may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

3.9 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA’s Director of Procurement, no later than five (5) days before the bid closing date.
 2. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA’s Director of Procurement, no later than five (5) days after the bid closing date.
 3. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA’s Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- B. KCATA’s Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to KCATA’s Chief Financial Officer within five (5) days from the date of the Director of Procurement’s response.
- C. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer’s response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer’s decision is final and no further action on the protest shall be taken by the KCATA.
- D. By written notice to all parties, KCATA’s Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- E. Protesters shall be aware of the Federal Transit Administration’s (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- F. An appeal to FTA must be received by FTA’s regional office within five (5) working days of the date the protester learned or should have learned of KCATA’s decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.10 Disclosure of Proprietary Information.

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:

1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.11 Disadvantaged Business Enterprise (DBE) Requirements

- A. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

- C. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. **There is a 30% DBE goal established for this project.** Certified DBE firms are encouraged to submit proposals as prime or subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.org/mrcc-directory. MBE and WBE certifications from other agencies will not be accepted.
- D. **DBE Certification.** DBE firms may participate as prime Contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory> located on MoDOT's website.
- E. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:
1. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified and is a commercially useful function as defined by the Program. ***Under U.S. DOT DBE Program, DBE firms acting as Prime Contractors must perform a minimum of thirty percent (30%) of the project/contract value, including any amendments.***
 2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
 3. Subcontractor participation with a lower tier DBE subcontractor; and
 4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
 5. NO CREDIT, however, will be given for the following:
 - a. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 - b. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - c. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for material itself; and
 - d. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.
 6. **Good Faith Efforts.** Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

- a. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
- 1) Soliciting through all reasonable and available means (e.g., attendance at pre-proposal conferences, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 - 2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - 4) Negotiating in good faith with interested DBEs.
 - 5) It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - 6) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - 7) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in

the contractor's efforts to meet the project goal.

- 8) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
- 9) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 10) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 11) In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.

7. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation.** Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any change orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.

- a. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- b. **Good Cause** - Good cause includes the following circumstances:
 - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - 5) The listed DBE subcontractor is ineligible to work on public works projects

because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or

- 6) The DBE subcontractor is not a responsible contractor; or
 - 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal.
 - 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
 - 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- c. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 - d. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

The intent of the RFP is to encourage submittals that clearly communicate the consultants' qualifications for the Project. Proposals should provide information in a concise, and well written, well-organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.

4.2 Proposal Format

- A. Volumes shall be submitted in the following order:
 - Volume I: Price Proposal
 - Volume II: Technical Proposal
 - Volume III: Contractual Documents
- B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.
- C. Proposers will submit proposals using the secure FTP site provided in Section 3.
- D. **No Cost Proposal information is to be included within Volumes II and III** (with exception to the pricing in Attachment C, "Letter of Intent to Subcontract with DBE". Volumes I and III are not shared with the evaluation team.

4.3 Volume I – Price Proposal

- A. Proposers are asked to submit a Price Proposal (Attachment D) that includes all costs associated with the provision of the services as described in Section 2, "Scope of Services."
- B. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- C. The Price Proposal(s) shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal.**
- D. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.

4.4 Volume II – Technical Proposal

- A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts).
- C. The following are **excluded** from the page count:
- Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional Lists of References
 - Résumé and background information (please do not include any more than 2 pages per individual)

Proposers may include the references and resume/background information as Appendices.

- D. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination that the proposal meets KCATA's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.
- E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:
1. **Letter of Transmittal.** The letter should be addressed Kristen Emmendorfer, Director of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Name of lead firm and all proposed team members, including all sub-consultants if included.
 - b. List of key personnel that will be associated with this project.
 - c. Proposed working relationship among firms identified (i.e., Prime, Subcontractor).
 - d. Acknowledgement of Receipt of Addenda (if any).
 - e. A statement that Project Management and the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the neither the project manager of key personnel be removed or replaced without

the prior notice to KCATA.

- f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified.
2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
3. **Table of Contents.** Clearly identify the materials submitted by section and page number.
4. **General Business Background.** Provide a brief synopsis of the Proposer's and major sub-consultants businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
5. **Project Manager and Key Personnel Experience and Qualifications**
 - a. This section should demonstrate the Proposer's experience, skills and qualifications and professional certifications of the Project Manager and other key personnel identified on this Project.
 - b. Include any special knowledge skills and abilities you believe is required for this project, including direct experience in providing paratransit services. Also include what percentage you foresee each person on the team will be dedicated to the project. This should include all planned subconsultants and staff to be included on the project.
 - c. Describe direct experience paratransit services with multiple stakeholders, meeting schedules, budgets, and extensive federal reporting requirements. Detail any added services that the Proposer will provide that are not specifically requested in this RFP.
 - d. Provide resumés (please limit to no more than two (2) pages per individual) for the proposed, Project Manager, and all personnel considered vital to provide the deliverables specified. Include this information for each sub-consultant.
 - e. Identify primary office location for the prime contractor and key staff members. Define typical response time to requests for unscheduled/unforeseen meetings and coordination efforts that may arise during the project.
 - f. References. Prime contractor and each subcontractor shall provide a minimum of three (3) references that positively demonstrate experience in transit planning consulting services and the other technical skills, competencies, and experience listed in the Scope of Services. The references should include:
 - Name of Company
 - A brief summary of project and type of services performed.
 - Contact information for a person that can speak to the work performed to include name, title, telephone number and email address
 - Start/completion dates of project.

6. **Project Approach, Management and Organization**

- a. Your team's project understanding should include a brief narrative of the proposing team's understanding of the project purpose and objectives.
- b. Your team's approach to the work (do not repeat the identified scope; describe how the team would meet the identified project objectives). This should include the overall approach, specific methodologies, project schedule, milestones, and deliverables. Please include your firm's QA/QC process for this specific project.
- c. Provide an organizational chart depicting how the project will be staffed in all functional areas. Indicate number of employees of each type. If applicable, state how project staff will be supported by regional or national staff and reporting relationships between project staff, other firms' management staff and subcontractors. A statement addressing availability and commitment of the Project Manager, Key Personnel and vital resources for the Project shall be provided.

7. **Exception and Omissions.**

- a. Exceptions.
 - 1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
 - 2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposer's submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

8. **Subcontractor Utilization Plan.**

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding firms that will perform a portion of the work.
 - Company name
 - Address
 - Contact person and title.
 - Telephone number, facsimile number, and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details.
 - Date business was established and number of years under present ownership/management

- Clearly state the services/role on this project
 - Resumes indicating experience, education, licenses, and certifications of key personnel that will be involved in this project.
 - Provide up to three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.
- b. Include the following signed and dated certification statement:

"I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request."

4.5 **Volume III – Contractual**

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, status, and, if applicable, the disposition.
- C. **Proposer Status and Affirmative Action**
1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure. online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
 2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
 3. Prime Consultants must complete the online Vendor Registration Questionnaire. Sub-consultants are encouraged to register to be included in notices of future solicitations.

4. Current IRS Form W9.
5. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's DBE/Civil Rights Program Manager at (816) 346-0366 or via email at mgay@kcata.org.

D. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual**.

1. **KCATA Affidavit of Civil Rights Compliance.** Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
2. **KCATA Workforce Analysis/EEO-1 Report.** Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
3. **Employee Eligibility Verification**
 - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
 - b. The Proposer shall also affirm (Attachment G) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
 - c. Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).
 - d. The Proposer shall obtain this affidavit from its subcontractors at all tiers.
 - e. This form is renewable annually.
4. **Debarment**
 - a. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."
 - b. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any

tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

- c. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

5. Lobbying

- a. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
- b. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

6. Federal Tax Liability and Recent Felony Convictions

- a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that it, nor any of its directors, officers, principals, or agents:
 - 1. are delinquent in paying any federal tax liability.
 - 2. have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or
 - 3. have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
- b. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
- c. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

7. **Letter of Intent to Subcontract.** This letter is required for each DBE subcontractor that will be utilized on the project and must be signed by both the Prime and the Subcontractor.
8. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.

4.6 Proposal Evaluation Criteria

Proposals will be evaluated by a Selection Committee based the following criteria which are listed in descending order of importance:

- A. **Operating Plans and Procedures – 35 Points Possible.** Includes project management plan, capacity, equipment and staffing levels needed to successfully perform the required services.
- B. **Cost/Pricing – 25 Points Possible.**
- C. **Experience, Qualifications and Program Management - 20 Points Possible.** Proposer demonstrates the experience, skills and qualifications of the Project Manager and other key personnel including proposed subcontractors (s).
- D. **Performance Record. – 20 Points possible.** At least three (3) references from similar contractors that demonstrate customer satisfaction in performance related to the Scope of Work.

4.7 Presentations/Interviews/Written Responses

Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified. Interviews will be held virtually through Microsoft Teams.

4.8 Consultant Selection

- A. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project. At that time, the Proposer's Cost Proposal will be opened for review, and contract negotiations will begin immediately with the selected firm. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA's Board of Commissioners for final authorization.
- B. If KCATA fails to reach an agreement with the top-ranked team, the KCATA will begin negotiations with the second ranked firm/team.

4.9 Contract Award

The selected Proposer shall only perform work on the Contract after the effective date is affixed and the fully executed contract sent to the selected proposer. KCATA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the effective date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and KCATA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred

before that date. No KCATA employee or Board member has the authority to verbally direct the commencement of any work under the contract.

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time. The electronic copy of these forms can be obtained by going to: http://www.kcata.org/about_kcata/entries/vendor_forms

- Volume I: Price Proposal
This shall include the Price Proposal Summary from the RFP and the both C-1-A and C-1-B that are provided in Excel format as a separate document.
- Volume II: Technical Proposal
- Volume II: Contractual
 - ✓ Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
 - ✓ Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
 - ✓ Attachment F-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
 - ✓ Attachment F-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
 - ✓ Attachment G-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
 - ✓ Attachment G-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
 - ✓ Attachment H-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
 - ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
 - ✓ Attachment I-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
 - ✓ Attachment I-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
 - ✓ Attachment J Letter of Intent to Subcontract (for DBE Subcontractors only – signed by Prime and DBE)
 - ✓ Financial Statements for Past Two (2) Years (Prime Contractor Only)
 - ✓ Receipt of Addenda Form (if addendum issued as part of this RFP)

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2023, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and _____ ("**Contractor**"), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the KCATA and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR.

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain bid submitted by the Contractor dated _____, a copy of which is attached hereto as Appendix C and incorporated herein by reference ("Proposal").

2. SCOPE OF CONTRACT.

The Contractor shall provide the services and deliverables consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____, entitled "Kansas City Area Transportation Authority (KCATA) Paratransit Services for Independence, Missouri (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix B. The Contractor hereby agrees to provide the project management consulting services and deliverables as needed at the prices stated in Cost/Price Proposal attached hereto as Appendix D for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of three (3) years beginning _____, 2023 and expiring on _____, with two (2) one-year extension options. The services to be performed and deliverables to be provided shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance of the services and required deliverables (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order," if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor's Cost/Price Proposal (Appendix D). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____).

Option years, if exercised, will be based on KCATA's needs and will be executed at pricing provided in appendix D.

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, scope of services, or provisions which constitute this Contract, the following order of precedence shall apply:

- A. Specific written amendments or modifications/change orders to the executed Contract.
- B. KCATA's Standard Terms and Conditions.
- C. Executed Contract and any attachments incorporated by reference
- D. Contractor's Price Proposal; and
- E. KCATA's RFP and Scope of Services, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

The following Appendices are attached hereto by reference as part of this Contract. This Contract and any amendments issued hereafter, constitute the entire Contract between the KCATA and the Contractor.

- Appendix A. KCATA Contract Terms and Conditions; and
- Appendix B. Scope of Services from KCATA’s RFP; and
- Appendix C. Contractor’s Proposal; and
- Appendix D. Price Proposal Submitted by Contractor dated _____.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors, and permitted assigns, executed this Contract Agreement as of the day and year first above written.

**CONTRACTOR’S NAME
(CONTRACTOR)**

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)**

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
Melissa Bynum
Chairman, KCATA Board of Commissioners

By _____
Samantha Overman
Assistant Secretary, KCATA Board of Commissioners

SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

Acceptance of any portion of the services prior to final acceptance shall not release the Contractor from liability for faulty workmanship, or for failure to fully comply with all the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all work products at any time during the Contract term, and shall have the right to reject all services which do not conform with the conditions, Contract requirements or specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all services in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of KCATA.

2. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

3. ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA Contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

5. BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with any terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

6. CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

7. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.
- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including

but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

9. CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase in-training and (2) exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon KCATA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to KCATA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

10. CONTRACTOR'S PERSONNEL

All services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

11. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

12. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.

- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

14. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; pandemic; national fuel shortage; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.
- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

15. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other

than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

16. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

17. HEADINGS

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

18. INDEPENDENT CONTRACTOR

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee, or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, security, financial resources, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

19. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

20. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
1. Contractual liability coverage is applicable; and
 2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as Additional Insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease -- \$500,000 Each Employee
Bodily Injury by Disease -- \$500,000 Policy Limit

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly, or related services in conjunction with this Agreement.

2. **Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project)
- \$1,000,000 Personal and Advertising Injury
- \$50,000 Fire Damage

\$5,000 Medical Expenses
2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

4. **Professional Liability Insurance**

Professional Liability Limit: \$1,000,000 Each Claim
 \$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.

5. **Umbrella or Excess Liability**

Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate (per project)

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

21. **LIABILITY AND INDEMNIFICATION**

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.
- B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
 - 1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities")

arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

- D. **Release of Liability.** Contractor, its officers, directors, employees, heirs, administrators, executors, agents and representatives and respective successors and assigns hereby fully release, remise, acquit and forever discharge the KCATA and its commissioners, officers, directors, attorneys, employees, agents, representatives and its respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter related to this agreement, cause or thing whatsoever that has happened, developed or occurred before or after you sign and deliver this Contract to KCATA. This release will survive the termination of this Contract.

22. LICENSING, LAWS, AND REGULATIONS

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations, and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

23. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Pete Comer at pcomer@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Jackie Woods, Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____

- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

24. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled to copies of these materials during the progress of the work.
- C. Any data produced by Contractor's software shall be transferred to KCATA at no cost, in a timely manner, and in the format required by KCATA to access and utilize the data.
- D. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged, or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage, or destruction of or to such material.
- E. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- F. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
 - F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

25. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

26. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

27. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (RSMo §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility, or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be

immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

28. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. §§ 200.333. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

29. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. All invoices shall be numbered, dated, and contain full descriptive information of services and materials furnished. All invoices and correspondence shall reference KCATA's internal FSM contract number, purchase order number. Supporting documentation to be attached to Contractor's invoice may include subcontractor or equipment invoices and receipts for eligible travel expenses. Contractor shall provide a breakout of employees, number of hours worked, rate of pay, overhead, and fee. This information shall also be provided for each subconsultant and include a copy of the subconsultant's invoice for the work performed.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
 - 1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
 - 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the

Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

30 RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, or any other contract between Contractor and KCATA, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

31. SEAT BELT USE POLICY

Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

32. SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

33. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.
- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.
3. The following provisions if included in this Contract:

Acceptance of Services/Deliverables – No Release
Agreement in Entirety
Assignment
Bankruptcy
Breach of Contract; Remedies
Changes
Civil Rights
Conflicts of Interest
Contractor's Personnel
Contractor's Responsibility
Debarment and Suspension
Disadvantaged Business Enterprise (DBE)
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Employee Protections
Environmental Regulations
Federal Changes
Federal Tax Liability and Convictions
Force Majeure
Fraud and False or Fraudulent Statements or Related Acts
General Provisions
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Inspection of Services
Insurance
Liability and Indemnification
Licensing, Laws and Regulations
Lobbying
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Prohibition on Certain Telephone and Video Surveillance Equipment
Record Retention and Access
Requests for Payment
Right to Offset
Seat Belt Use Policy
Severability
Subcontractors
Suspension of Work
Transit Operations Restrictions
Termination
Texting While Driving and Distracted Driving

Unavoidable Delays

- F. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- G. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- H. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

34. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this agreement for the period of time that KCATA determines appropriate for the convenience of KCATA.

35. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
 - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
 - 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its

possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

36. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

37. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Contractor's delay was attributable to KCATA's non-performance of its duties herein.

38. FTA REQUIRED CLAUSES

- A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA's Master Agreement (FTA MA 30 dated November 2, 2022), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
 - 1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
 - 2. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined

at 49 CFR Part 29, Subpart C.

3. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
4. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

C. **Disadvantaged Business Enterprise (DBE).**

1. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of KCATA to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 - e. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 - f. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 23.3 percent. A contract commitment of 30% has been established for this procurement.*
3. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
4. The Contractor may not substitute, remove, or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

a. Good Cause. Good cause includes the following circumstances:

- 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
- 2) The listed DBE subcontractor fails or refuses to perform the work to its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
- 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
- 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
- 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
- 6) The DBE subcontractor is not a responsible contractor; or
- 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal.
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required.
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

b. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

C. **Disclaimer of Federal Government Obligation or Liability.** The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

B. Employee Protections – General.

1. Contract Work Hours and Safety Standards Act.

- a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. § 3701-3708 *et seq* and supplemented by Department of Labor (DOL) Regulations 29 CFR part 5)
- b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
- c) Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
- d) Safety Standards. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.
- e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs a through e of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

- F. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this Contract.

G. **Public Transportation Employee Protective Arrangements for Elderly and Disabled Transportation.** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this Contract, the Contractor agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this Agreement. The Contractor agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter. The Contractor agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

H. **Environmental Regulations.**

1. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
2. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The Contractor agrees to report and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
3. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
4. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

I. **Federal Tax Liability and Recent Felony Convictions.**

1. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that:
 - a. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
 - b. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
 - c. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax

assessment for which the liability remains unsatisfied.

2. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
3. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

J. Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

K Incorporation of Federal Transit Administration Terms. The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

L. Lobbying Restrictions.

1. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence, any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

M. Prohibition on Certain Telecommunications and Video Surveillance Equipment. Contractor represents that it is and will be compliant at all times with 2 CFR § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

N. Transit Operations Restrictions

1. **Charter Service Operation.** The Contractor agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.
2. **Alcohol Misuse and Prohibited Drug Use.**
 - a) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655 and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 - b) If the Contractor is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the Contractor for safety-sensitive duties. Contractors that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.
3. **School Bus Operations.** The Contractor will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations "School Bus Operations." 49 CFR Part 605, to the extent consistent with 49 U.S.C. § 5323 (f) or (g).
4. **Reporting Requirements.** The Contractor agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required to FTA's national transit database. The Contractor shall submit the requested.

Contractor Initials _____

KCATA Initials _____

KCATA Initials _____

ATTACHMENT C
COST/PRICE PROPOSAL
RFP #F23-7002-32 PARATRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

The proposal shall complete the breakout of anticipated costs on the attachments C-1A and C-1B provided as a separate document. In addition, the proposer shall complete the pricing table below that summarizes cost information detailed on the attached C-1A and C-1B. The quantities are estimates only and actual numbers may change.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Cost Response Form. *No written comments, modifications or interlineations to the Proposal Cost Response Form will be accepted.*

DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	TOTALS
Annual Fixed Cost						
Annual Variable Cost						
Total Annual Cost						
Rate per Vehicle Revenue Hours						
Rate Per Vehicle Revenue Miles						

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the KCATA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

Email Address _____

Name (Type/Print) _____ Telephone # _____ Fax # _____

**Attachment C-1-A
Fixed Cost Proposal Form**

is provided in Excel format as a separate document

Attachment C-1-B
Variable Cost Proposal Form

Is provided in Excel format as a separate document

ATTACHMENT D
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE
(To Be Completed by Prime and Subs)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2023, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity complies with the following:

A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal

transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

Subscribed and sworn to me before this _____ day of _____, 2023.

Notary Public Signature

Date

My Commission expires: _____

ATTACHMENT E-1
GUIDELINES FOR COMPLETING
KCATA WORKFORCE ANALYSIS/EEO-1 REPORT

Contractor shall apply the following definitions to the categories in the attached Workforce Analysis/EEO-1 Report form. Contractors must submit the Workforce/Analysis form to be considered for contract award. *The form is also required for all subcontractors.*

A. RACIAL/ETHNIC

1. **White** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **Black** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **Hispanic**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **Asian or Pacific Islander**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **American Indian or Alaskan Native**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

B. JOB CATEGORIES

1. **Officials and Managers**: Includes chief executive officers, presidents, vice-presidents, directors, and kindred workers.
2. **Professionals**: Includes attorneys, accountants, and kindred workers.
3. **Technicians**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors, and kindred workers.
4. **Sales Workers**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **Office and Clerical**: Includes secretaries, bookkeepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **Craft Workers** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers, and kindred workers.
7. **Operatives** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **Laborers** (unskilled): Includes laborers performing lifting, digging, mixing, loading, and pulling operations and kindred workers.
9. **Service Workers**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants, and kindred workers.

ATTACHMENT E-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															

TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Construction	<input type="checkbox"/> Regular Dealer	<input type="checkbox"/> Selling Agent	<input type="checkbox"/> Service Establishment	<input type="checkbox"/> Other
------------------	--	------------------------------------	---------------------------------------	---	--	--	--------------------------------

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT F-1
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public

My Commission expires: _____

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

ATTACHMENT F2
AFFIDAVIT OF LOWER-TIER PARTICIPANT
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2023, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public

My Commission expires: _____

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

ATTACHMENT G-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third-party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT G-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) _____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT H-1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Contractor for a Major Third-Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Contractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2023.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT H-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Subcontractor under a Major Third-Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2023.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I-1

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Primary Participant (name of applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief that:

1. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR Parts 1, 4, 9, 12 and 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT I-2

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), _____certifies to the best of its knowledge and belief that:

1. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

If the Lower-Tier Participant (applicant for FTA grant, or cooperative agreement, or potential third-party Subcontractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR Parts 1, 4, 9, 12 and 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT J
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each DBE Subcontractor on Project)

KCATA RFP #F23-7002-32 – Paratransit Services for Independence, Missouri

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“DBE Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

ANTICIPATED CONTRACT AWARD AMOUNT FOR THIS FIRM: \$ _____

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) to perform in the capacities indicated herein as indicated in the current certificate from a MRCC Certifying Agency submitted with this proposal. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date